

CALIFORNIA SCHOOL FINANCE AUTHORITY

REQUEST FOR PROPOSAL

CSFA #01-06

FOR

FINANCIAL ADVISORY SERVICES

STATE OF CALIFORNIA

CALIFORNIA SCHOOL FINANCE AUTHORITY

915 Capitol Mall, Room 576
Sacramento, CA 95814
Telephone: (916) 651-7713
FAX: (916) 651-7709



MEMBERS:

Bill Lockyer, Chair
State Treasurer

Jack O'Connell
Superintendent of Public Instruction

Michael C. Genest
Director of Finance

EXECUTIVE DIRECTOR:
Katrina Johantgen

**Financial Advisory Services
Request For Proposals (RFP)**

January 19, 2007

TO: All Interested Parties

The California School Finance Authority (CSFA) is pleased to provide the attached Request for Proposals (RFP) for Financial Advisory Services (RFP# CSFA 01-06). CSFA reserves the right to select multiple firms to provide services as presented in the Scope of Services, pursuant to this RFP, as CSFA determines will best meet its needs.

In submitting your proposal, you must comply with all of the instructions in the RFP. Please note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses. Sample copies of these agreements are included in Section F of the RFP. You also may view and/or download these agreements at www.dgs.ca.gov/contracts.

Interested firms must comply with the RFP's Disabled Veteran Business Enterprise (DVBE) participation goals (see Attachment 4 of this RFP). A percentage of the services provided in the RFP needs to be committed to certified DVBE firms or a "good faith effort" documentation of solicitation efforts to DVBE firms must be done. Any good faith solicitation effort must be completed at least 14 days prior to the bid due date.

Three (3) copies of the proposal must be submitted on or before **4:30 p.m. Pacific Standard Time, March 9, 2007.**

The State of California will not contract or otherwise do business – absent a compelling public interest – with publicly-held U.S. expatriate corporations. This policy is designed to ensure that companies with which the State of California does business meet threshold standards of corporate accountability.

California School Finance Authority
Request for Proposal – CSFA #01-06

Emailed or faxed submissions will not be accepted. Proposals may be delivered to one of CSFA's offices at:

**California School Finance Authority
915 Capitol Mall, Room 576
Sacramento, California 95814**

**California School Finance Authority
304 South Broadway, Suite 550
Los Angeles, California 90013**

Should you have further questions regarding the RFP, please write to Katrina Johantgen at csfa@treasurer.ca.gov.

Thank you for your interest in serving the California School Finance Authority.

Sincerely,

Katrina Johantgen
Executive Director

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*If Applicable

A. PURPOSE AND DESCRIPTION OF SERVICES

1) Background

AB 14 (Goldberg, Chapter 935, Statutes of 2002) created the Charter School Facilities Program (Program) and outlines the respective roles of the California School Finance Authority (CSFA) and the Office of Public School Construction (OPSC – staff to the State Allocation Board) in administering the Program. Under the Program, the State provides funding for charter school facility project costs with 50% of the costs awarded as a grant, and with the charter school being responsible for repaying the State for the balance of the upfront project costs. The charter school may elect to repay the State through a Funding Agreement, or pay its matching share through a lump sum payment.

The Kindergarten-University Public Education Facilities Bond Act of 2002 (Proposition 47), approved by voters in November 2002, allocated \$100 million for the Program to provide funding for charter school facilities. In July 2003, the State Allocation Board (SAB) awarded preliminary apportionments to six charter schools for projects totaling approximately \$98 million.

The Kindergarten-University Public Education Facilities Bond Act of 2004 (Proposition 55) approved by voters in March 2004, provided an additional \$300 million for the Program to provide funding for charter school facilities. In February 2005, the SAB awarded funding to twenty-eight schools for projects totaling approximately \$286 million.

The Kindergarten-University Public Education Facilities Bond Act of 2006 (Proposition 1D) approved by voters in November 2006, earmarked an additional \$500 million in Program funding.

CSFA's primary Program responsibilities include: 1) making a "financially sound" determination for all applicants and guarantors at the time of preliminary, advance and final apportionment; 2) conducting ongoing monitoring and due diligence of each recipient's (and guarantor's, if applicable) financial soundness; as well as 3) negotiating and executing Program agreements and regulations. The Program is jointly administered by SAB staff, and for its part, the SAB determines which Program applicants receive Program funds based on criteria outlined in statute and in SAB program regulations.

2) Overview

CSFA is soliciting proposals from qualified advisory and/or accounting firms, organizations and/or a consortium of providers to serve as advisor(s) for the Program, and other related financing programs. CSFA reserves the right to select multiple firms to provide services as presented in the Scope of Services, pursuant to this RFP, as CSFA determines will best meet its needs.

All proposals submitted to CSFA must convey the experience and qualifications of the proposing firm to provide the services outlined in the RFP. Failure to provide complete information in the required format may result in disqualification.

The firm must be free from actual conflicts of interest with Program applicants not only at the time of selection, but also throughout the term of the contract. The firm must be available immediately to commence services, and must demonstrate the resources to meet the advisory needs of the CSFA throughout the term of the contract.

3) Scope of Services

The financial advisor(s) will assist CSFA in implementing its responsibilities under the Program. These services include, but are not limited to, the following:

a. Legislative and Regulatory Support

1. Review of proposed legislation and current statutes/regulations related to charter schools, or directly related to the Program.
2. Assist CSFA staff in the development of proposed and emergency regulations, including review and revision as needed of Program financial soundness criteria and response to public comments.
3. Assist in the preparation of other legislatively mandated reports.
4. Assist CSFA staff to provide comments on any other legislation, statutes, or regulations that may impact the Program.

b. Staff Development and Training

1. Assist in the development of a procedure(s) manual for determining the financial soundness of Program applicants.
2. Using the Program's financial model developed for determining applicants' financial soundness, train staff to utilize the model to monitor an applicant's financial position.
3. Update staff on key financial issues affecting charter school funding.
4. Provide staff technical and analytical support on an as needed basis.

c. Evaluation of Applicants Financial Soundness and Ongoing Monitoring

1. Assist in determining applicants Program eligibility based on criteria set forth in law and regulations.
2. Review and refine financial models that are used to evaluate the financial soundness of applicants/awardees, as well as the projected future viability of the

applicant once funding is received, including applicant's ability to repay any obligation incurred to satisfy the Program's matching contribution requirements.

3. Advise CSFA staff of necessary evaluation adjustments needed based on the accounting methodology (GAAP vs. GAS) used by applicants.
4. Assist CSFA in the review and revision of the Program application format, and requested data necessary to evaluate the continued financial soundness of Program participants.
5. Assist with the development of Program application forms that allow for the electronic submission of application information and required data.

d. Program Outreach

To streamline the application process for applicants, the financial advisor will assist in the development of outreach tools and materials, which assistance may include, but is not limited to:

1. Develop instructions for applicants on how to prepare application information required by the Program.
2. Develop curriculum for applicant training workshops, and assist CSFA to provide training to potential applicants.
3. Conduct instructional presentations and provide instructional tools to applicants.
4. Assist with the development of materials and tools that will help applicants provide CSFA with the data needed to make its decision regarding each applicant (spreadsheets, PDF forms, etc.).

e. General Services

Ongoing requests may be made by CSFA for the financial advisor to perform other general advisory services, including, but not limited to:

1. Assist CSFA staff with the development and preparation of statistical information, reports and presentations to the CSFA board members and other interested parties.
2. Assist in the development of Program audit standards.
3. Assist in the development of Program informational materials.
4. Develop charter school financial analysis training curriculum and operational guidelines for CSFA staff implementing this Program
5. Assist in the development of Program agreements and rulemaking files.

4) Work Authorization

All work related to this contract shall be initiated by CSFA's Executive Director via written request (requests by e-mail, fax or mail are deemed a work authorization), and shall include, but not be limited to, the following:

1. Services described in the Scope statement;
2. Designated Assigned Professional(s);
3. Description of work; and
4. An estimate of hours required for completion of the assignment.

Prior to the commencement of work on the assignment, the financial advisor shall review the elements of the work authorization, and provide the Executive Director with any comments or suggested revisions. Any changes to the work authorization will be negotiated between the two parties.

5) Contract Term

The term of the contract entered into pursuant to CSFA RFP# 01-06, will be one (1) year, renewable at the State's option for two (2) one-year extensions and subject to the approval of CSFA and the Department of General Services (DGS). CSFA reserves the right to select a firm to provide services as presented in the Scope of Services, pursuant to this RFP, as CSFA determines will best meet its needs.

B. MINIMUM QUALIFICATIONS

CSFA expects to work closely with its advisor to ensure that the tasks outlined in the scope of services section are completed in a timely, efficient and accurate manner. Accordingly, CSFA expects that its advisor will be constantly up-to-date with applicable financial analysis and reporting standards, and will maintain appropriate expertise at the proposer's own expense. The following qualifications must be met in order to submit a proposal to CSFA for this assignment.

- 1) The proposer must have an office in the State of California or be able to demonstrate its capacity to serve California clients in a timely and efficient manner.
- 2) The proposer, or individuals employed by the proposer, must have been actively engaged in accounting, and/or financial consulting and analysis for at least three (3) years. This experience should include services provided to governmental entities.

C. PROPOSAL REQUIREMENTS AND INFORMATION

1) Key Action Dates

All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times (all times are Pacific Standard Time).

Event	Due Date
RFP Available to Prospective Proposers	January 19, 2007
Proposal Submittal Deadline	March 9, 2007 by 4:30 p.m.
Evaluation of Proposals	March 12 – 21, 2007
Notice of Intent to Award Contract	March 22, 2007
Last Day to Protest the Award	March 29, 2007
Agreement Award	March 30, 2007

AWARD OF THIS AGREEMENT WILL BE CONTINGENT UPON AVAILABILITY OF FUNDS. CSFA reserves the right to change the above dates and times, and, if so, said changes will be posted to the CSFA website. CSFA also reserves the right not to award a contract for these services.

2) Required Information

The information being required in the following section is intended to demonstrate the proposer's qualifications to serve as financial advisor to CSFA as outlined in this Scope of Services section in the RFP. Proposers are encouraged to provide complete answers to each question, and list responses in the same order as outlined below. Proposers also are invited to provide any supplemental information as attachments that will provide CSFA with additional information regarding the proposer's qualifications as they relate to this engagement.

In addition, proposers must submit the applicable fee schedules outlined in Section C 4 of this RFP, below. Proposers also must provide the applicable attachments outlined in Section E of this RFP.

Level of Representative Experience (35% weighting)

Representative experience should include, but not be limited to, recent services provided to other governmental agencies. Provide a detailed list of financial advisory and/or analytical services by client or transaction for the last three (3) years as an attachment.

Overall/Miscellaneous Experience

- a) Discuss how your firm meets the minimum qualifications presented in Section B of this RFP.
- b) Discuss the overall experience of your firm that demonstrates your ability to successfully provide the services requested in the Scope of Services section

(see pages 2-4 of the RFP). Please present your firm's approach to each broad category of services in this section.

- c) Describe your firm's experience with California governmental entities, including K-12 public schools, and/or charter schools (or districts with charter-related issues). Indicate which of the assigned personnel have experience in these areas.

Legislation and Regulations

- a) Describe your firm's experience with the review and analysis of legislation and legislative material, if any.
- b) Describe your firm's experience in the development, review and revision of regulations as it applies to state or federal programs.
- c) List your firm's experience in the preparation and submission of reports and joint reports to government entities and the State Legislature.

Applicant Review/Ongoing Monitoring

- a) Describe your firm's experience with development of applications, and related program implementation requirements, including outreach, training and evaluation activities such as those described in the Scope of Services.
- b) Describe your firm's experience with the use of mathematical, computer or other financial models in evaluating financial soundness and credit worthiness.
- c) Describe your firm's experience in the development of application formats for the purpose of evaluating financial soundness and future financial viability of entities applying for government funding.
- d) Describe your firm's experience in monitoring the creditworthiness of funding recipients.

CSFP Outreach

- a) Describe your firm's outreach experience assisting in financing programs, including but not limited to, the development of presentations, training materials, and other outreach tools.

General Services

- a) Describe your firm's experience with general advisory services such as those described in the Scope of Services.
- b) Describe your firm's general experience in the preparation and presentation of meeting materials for State boards and authorities.

- c) Describe your firm's experience in the development of audit standards and procedures for State or other governmental entities.
- d) Describe your firm's experience in the development of training programs and operational guidelines for financial analysis.
- e) Describe your firm's experience in the development and review of agreements and bond documents.

Expertise of Assigned Personnel (25% weighting)

- a) List all personnel who will be primarily responsible for performing services pursuant to this RFP. List names and locations; titles and responsibilities; total years experience; and years with firm. Provide professional resumes for each of these individuals. Also include all such information for staff of subcontractors (if any).
- b) Describe your firm's backup procedures in the event the key personnel assigned to this account should leave the firm.

Firm References and Capacity to Serve (10% weighting)

- a) Provide three (3) references from among the representative clients for which services have been provided as referenced above, including name(s), agency(ies), title(s), location(s), and telephone number(s). Describe the services provided and indicate the assigned personnel involved.
- b) Provide an explanation if the proposer, any partner, related company (parent, subsidiary, sister), affiliate or joint venture, or any owner, officer, director, principal or management level employee of the proposer had any enforcement action taken against them by the Securities Exchange Commission or any other governmental regulatory agency or been named defendant in litigation where there was an allegation of violation of fiduciary responsibility.
- c) Describe your firm's backup procedures in the event the location where documents and files (paper or computer) are maintained is destroyed, damaged or lost.

Fees (30% weighting)

For the Scope of Services for which a proposal is made (please refer to Section A3), the proposer shall submit an applicable fee schedule.

The anticipated contract(s) for financial advisory services will establish a maximum hourly rate for each level of professional services provided to CSFA (i.e., managing director, president, vice president, analyst, etc.), using a monthly invoice procedure to compensate the vendor based on hours expended. Services provided to CSFA would be on an as-needed basis, depending upon the level of support needed and other requirements of CSFA.

Proposer must submit a fee schedule that provides the follow information:

- 1) Hourly rate for each level of professional services provided to CSFA = \$/hr;
- 2) Based on the information provided in this RFP, an explanation of which professional(s) is likely to be the primary contact for this assignment;
- 3) Hourly fee for support services = \$/hr; and
- 4) A statement as to expectation of reimbursable expenses.*

**Please note that reimbursable expenses shall include long distance calls, postage, messenger and delivery charges, fax charges, word processing, reproduction, and travel and transportations costs. Travel and transportation expenses shall not exceed the rates payable to State employees. Other necessary expenses not listed above will be reimbursed if approved in advance by the Executive Director.*

3) Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b. In preparing proposals, proposers must:
 1. Use standard 8½ " x 11" white paper with a minimum type size of 12 points. Consecutively number all pages in the proposer's response (including attachments and/or appendices)
 2. Include a cover letter stating:
 - ❖ The name, address, telephone and fax numbers of the principal contact responsible for the oversight of the contract. Indicate the availability of this person for meetings with CSFA, and CSFA's Executive Director.
 - ❖ The name, address, telephone and fax numbers of the project representative who will be available to CSFA and its staff on a day-to-day basis during the term of the contract. Please also attach Exhibit A (found in Section F of this proposal) to the cover letter with Section 5 of Exhibit A completed.
 - ❖ Whether the proposer satisfies all of the minimum qualifications set forth in Section B of this RFP.
 3. List responses to each question in Section C3 in the same order as listed in this RFP.
 4. Provide fee schedules as required in Section C4 for all applicable categories.
 5. Include the documents identified in Section E, including the Required Attachment Checklist. Proposals not including the Required Attachments shall be deemed

non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.

- c. All proposals must be submitted under sealed cover and received by CSFA no later than 4:30 p.m. on March 9, 2007, unless CSFA provides notice on its website that the date has been changed. **Proposals received after this date and time will not be considered.**
- d. One (1) original and two (2) additional copies of the proposal must be submitted.
- e. The original proposal must be marked "**ORIGINAL COPY.**" All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f. The proposal envelopes must plainly show the RFP number and title, your firm name, address and contact person, and must be marked "**DO NOT OPEN,**" as shown in the following example:

Request for Proposal # CSFA 01-06
Financial Advisor
Firm Name
Firm Address
Contact Person and Telephone Number
"DO NOT OPEN"

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g. Mail or deliver proposals to one of the following addresses by U.S. Postal Service (i.e. first class or Express Mail), hand delivery, or other mail service (i.e. UPS or Federal Express). Proposals that are hand delivered shall be delivered during normal business hours.

California School Finance Authority
915 Capitol Mall, Room 576
Sacramento, California 95814

California School Finance Authority
304 South Broadway, Suite 550
Los Angeles, California 90013

Subject:
Request for Proposal – Financial Advisory Services
RFP# CSFA 01-06

- h. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver

of immaterial defects shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

- i. The proposer is entirely responsible for the costs of developing proposals and costs incurred in anticipation of award of the contract. Such costs shall not be charged to the State of California.
- j. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- k. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- l. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with item j above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- m. CSFA may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a RFP.
- n. Upon announcement and release of this RFP and until selection of the winning firm(s) (and notice of intent to award the contract), proposers are not permitted to communicate with CSFA staff except as authorized to do so as specified in this RFP.
- o. CSFA reserves the right to reject all proposals for reasonable cause; CSFA is not required to award a contract.
- p. Proposers are cautioned to not rely on the State during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully review them for errors and adherence to the RFP requirements.
- q. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications. CSFA may require proposer to travel to worksites in Sacramento and/or Los Angeles.
- r. More than one proposal from a firm, organization, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason to believe that collusion exists among multiple

proposers, none of the participants in such collusion will be considered in this or future procurements.

- s. No oral understanding or agreement shall be binding on either party.

4) Evaluation Process

- a. An evaluation committee comprised of at least three individuals will review all proposals. The initial review will confirm that all information has been submitted in conformity with the requirements of this RFP. Following the initial review, responses will be evaluated (based upon the information provided pursuant to Sections B, C and E herein) to determine responsiveness to the State's needs, and scored according to the following criteria and weighting relative to the applicable section(s) of the Scope of Services for which a proposal is submitted. The scoring criteria and weighting is as follows:

<u>Rating/Scoring Criteria</u>	<u>Weighting</u>
Level of Representative Experience	35%
Expertise of Assigned Personnel	25%
Firm References and Capacity to Serve	10%
<u>Fees</u>	<u>30%</u>
Maximum Total Possible Points	100%

CSFA reserves the right to select one firm to provide services for all sections of the Scope of Services or to select multiple firms to provide service(s) within the Scope of Services, as CSFA determines will best meet its needs pursuant to this RFP.

- b. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- c. The evaluation committee may, but is not obligated to, invite for interviews the proposers it deems best qualified to meet the requirements of this RFP. The evaluation committee may request clarifying information from any proposer prior to a formal presentation. Any information sought will be based upon the written material submitted pursuant to this RFP. No new material or information may be submitted at the presentation. Those proposers invited to make a presentation to the committee, if any, will be evaluated on the same criteria specified above.
- d. The final selection will be based upon the quality of the written proposal (including clarity and thoroughness of the responses), and strength of the oral interview (when applicable). Up to the three (3) highest ranked proposers who have the highest percentage weighting after evaluation of the written submission and the oral presentation (if any), and upon completion of reference checks, may be recommended to CSFA's board members for approval subject to successful contract negotiations.

- e. CSFA is not required to award a contract (Public Contract Code 10344 (d), 10377 (d)) if it does not receive proposals that are deemed to meet CSFA's requirements.

5) Award and Protest

- a. Notice of the proposed award(s) shall be posted in a public place in the office of CSFA, at 915 Capitol Mall, 5th Floor, Sacramento, California 95814. It will also be posted on the Internet at: www.treasurer.ca.gov/csfa/ five (5) working days prior to awarding the contract(s).
- b. If any proposer, prior to the award of a contract, files a protest with CSFA and the DGS, Office of Legal Services, 707 Third Street, 7th Floor, West Sacramento, California 95605, on the grounds that the (protesting) proposer would have been awarded the contract had CSFA correctly applied the evaluation standard in the RFP, or if CSFA followed the evaluation and scoring methods in the RFP, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that any protest be submitted by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting proposer shall file with the DGS, Office of Legal Services and CSFA a full and complete written statement specifying the grounds for the protest. It is suggested that this complete written statement be submitted by certified or registered mail.
- d. Upon award of the contract, the successful proposer (contractor) must complete and submit to CSFA the Payee Data Record (STD 204) (see Section E, Attachment 5), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading "Welcome to the Forms Management Center." No payment shall be made unless a completed STD 204 has been returned to CSFA.
- e. Upon award of the contract, the contractor must sign and submit to CSFA, *page one (1)* of the Contractor Certification Clauses (CCC 1005) (see Section E, Attachment 6). This form can also be found on the Internet at www.ols.dgs.ca.gov under the heading "Standard Language." This document is only required if the proposer has not submitted this form to CSFA within the last three (3) years.

6) Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and will be subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award the Contract" is posted.

- b. Proposal packages may be returned only at the proposer's expense, unless CSFA waives such expense.
- c. The State reserves the right to use any or all ideas or concepts presented in any proposal. Selection or rejection of the proposal does not affect this right.

7) **Agreement Execution and Performance**

- a. Service shall be available not later than 30 days, or on the express date set by CSFA and the contractor, after all approvals have been obtained and the contract is fully executed. Should the contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the contractor, reserves the right to terminate the contract.
- b. All performance under the contract shall be completed on or before the termination date of the contract.
- c. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) (see Section F, Exhibit C) are not negotiable. The GTC may also be viewed on the Internet site at: www.ols.dgs.ca.gov under "Standard Language."
- d. No oral understanding or agreement shall be binding on either party.

D. PREFERENCE PROGRAMS

The standard contract language for the Small Business Enterprise Preference Programs (SBE) can be found on the Internet site at: www.osmb.dgs.ca.gov/program.htm. A five percent (5%) preference will be applied to certified small businesses submitting bids for this RFP. To obtain the preference, proposers must be certified as a small business at the time the bid is submitted. **You MUST include an updated copy of your Small Business Certificate to obtain the preference.** The 5% preference is issued only for computation purposes to arrive at the successful proposers and does not alter the amounts of the actual bids. Once each proposal has been scored, if the highest responsible bidder is not a certified small business, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

Effective immediately, departments granted purchasing authority by DGS must include the following language relative to the new non-small business preference in all written solicitations, except those solicitations conducted in accordance with Government Code Section 14838.5(a):

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of

the small business(es) with which the firm commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

“The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) telephone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

“Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from DGS, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: www.pd.dgs.ca.gov/smbus. The completed form should be included with the bid response.

At the State’s option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

E. REQUIRED ATTACHMENTS

For your proposal to be considered responsive, all required attachments must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.

Attachment 1 – Required Attachment Check List

California School Finance Authority
Request for Proposal – CSFA #01-06

Attachment 2 - Proposal/Proposer Certification Sheet

Attachment 3 - Proposer References

Attachment 4 - Disabled Veteran Business Enterprise Participation Forms and Instructions:
STD. 840, STD. 840A, GSPD. 05-105, and STD. 843 (if applicable)

Attachment 5 - Payee Data Record (STD 204)* (if currently not on file)

Attachment 6 - Contractor Certification Clauses (CCC 1005)

Attachment 7 - Small Business or Microbusiness Preference*

Attachment 8 - Non-Small Business Preference*

Attachment 9 - Target Area Contract Preference Act (TACPA)*

Enterprise Zone Act (EZA)*

Local Agency Military Base Recovery Area (LAMBRA) Act*

*If Applicable

The standard contract language for the Disabled Veteran Enterprise Program (DVBE) and required submittal forms can be found on the Internet at:
<http://www.pd.dgs.ca.gov/dvbe/solicpk.htm>. To view the DVBE package and obtain the required submittal forms, go to the website listed above. For your convenience, STD. 840 and a form to document your good faith effort is included in Attachment 4 of this Section. Refer to the following pages for additional Required Attachments that are a part of this RFP.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this check list to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to CSFA. For your proposal to be responsive, all required attachments must be submitted. **RETURN THIS CHECK LIST WITH YOUR PROPOSAL PACKAGE.**

	ATTACHMENT	ATTACHMENT NAME / DESCRIPTION
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet (2 pages)
_____	Attachment 3	Proposer References (Mandatory)
_____	Attachment 4	Disabled Veteran Business Enterprise Participation Forms and Instructions: STD. 840, STD. 840A, GSPD. 05-105, and STD. 843 (if applicable) <ul style="list-style-type: none">▪ Participation Program Requirements▪ STD. 840 Disabled Veteran Business Enterprise Participation Summary Page 1 -- (attachment has 2 pages).▪ STD. 840A Good Faith Effort Documentation – Exhibit A (attachment has 3 pages).▪ STD. 843 and GSPD-05-105 (GSPD-05-105 must be included with bid only if the bidder is a certified DVBE or subcontractor)
_____	Attachment 5	Payee Data Record (STD. 204)* (if currently not on file) – (attachment has 2 pages)
_____	Attachment 6	Contractor Certification Clauses (<u>CCC 1005</u>)* (attachment has 3 pages) The <u>CCC 1005</u> can be found on the Internet at www.ols.dgs.ca.gov . Page one (1) must be signed and submitted prior to the award of the agreement, but is not required if the proposer has submitted this form to the awarding agency within the last three (3) years. (Attachment has 7 pages)
_____	Attachment 7	Small Business or Microbusiness Preference, if applicable.
_____	Attachment 8	Non-Small Business Preference, if applicable.
_____	Attachment 9	<ul style="list-style-type: none">▪ Target Area Contract Preference Act (TACPA) if applicable.▪ Enterprise Zone Act (EZA), if applicable.▪ Local Agency Military Base Recovery Area (LAMBRA) Act, if applicable.

*** Only the successful proposer will complete attachments 5 through 9.**

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the required attachments as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information (pages 3 through 11) nor the "Sample Agreement" at the end of this RFP.

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

PROPOSER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive. If you are determined to be the low proposer, you may be called upon to provide this information.

1. On a separate sheet of paper briefly explain why you believe your firm is qualified to perform the work described in this RFP. Attach additional sheets if necessary.
2. List below **at least five (5), up to 12 maximum** references of similar types of services performed within the last five years. If five references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4

Disable Veteran Business Enterprise

<http://www.pd.dgs.ca.gov/smbus/default.htm>

ATTACHMENT 5

Payee Data Record

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

ATTACHMENT 7

Small Business or Microbusiness Preference*

www.pd.dgs.ca.gov/smbus/default.htm

ATTACHMENT 8

Non-Small Business Preference*

www.pd.dgs.ca.gov/smbus/default.htm

***If Applicable**

ATTACHMENT 6

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

F) SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA

Bill Lockyer, Treasurer

OFFICE OF THE TREASURER

P. O. BOX 942809

SACRAMENTO, CA 94209-0001



(Contractor's Name)
(Contractor's Address)

Subject: Agreement Number _____

Dear (Contractor's Name):

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **Katrina Johantgen (213) 620-4467**.

Complete the following item(s) and return to the address stated above:

- _____ Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213) and the additional single STD 213 enclosed. And return for further processing.
- _____ Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- _____ Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It is available on the Internet site referenced in paragraph one above. Please sign and return the first page of the current CCC. Failure to do so will prohibit the State of California from doing business with your company.
- _____ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured.
- _____ The attached Agreement is signed on behalf of **CSFA**. Continue processing and when approved, return the original to this office.
- _____ The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

(SIGNATURE OF PERSON SIGNING FOR AGREEMENTS)

Attachment(s)

AGREEMENT SUMMARY

STD 215 (NEW 02/98)

AGREEMENT NUMBER

AMENDMENT NUMBER

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT

California School Finance Authority

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

10818

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO☐ YES (If YES, enter prior contractor

Name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Financial Advisor


9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE

\$ _____ Or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$
OBJECT CODE				AGREEMENT TOTAL	\$
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT	
				\$	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
				\$	
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE	
				\$	
12. AGREEMENT	TERM	TOTAL COST OF THIS TRANSACTION		BID, SOLE SOURCE, EXEMPT	
	From Through				
Original		\$			
Amendment No. 1		\$			
Amendment No. 2		\$			
Amendment No. 3		\$			
TOTAL		\$			

(Continue)

13. BIDDING METHOD USED:

☒ REQUEST FOR PROPOSAL (RFP)
(Attach justification if secondary method is used)

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT
(Attach STD. 821)

☐ EXEMPT FROM BIDDING
(Give authority for exempt status)

☐ OTHER *(Explain)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON (S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Justification:

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A</div>	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A</div>	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input type="checkbox"/> N/A</div>
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? <div>A. CONTRACTOR CERTIFICATION CLAUSES B. STD. 204, VENDOR DATA RECORD<div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A</div></div>		22. REQUIRED RESOLUTIONS ARE ATTACHED <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A</div>

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☐ NO *(Explain below)* ☐ YES *(If YES complete the following)*


DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.
☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <div><input type="checkbox"/> NO <input type="checkbox"/> YES <i>(Indicate Industry Group)</i></div>	SMALL BUSINESS REFERENCE NUMBER
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? <i>(If YES, provide justification)</i> <div><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</div>	

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE 	DATE SIGNED
--	-------------

STATE OF CALIFORNIA

STD 213 (Rev 09/01)

AGREEMENT NUMBER

- STATE AGENCY'S NAME

State Treasurer's Office – California School Finance Authority

CONTRACTOR'S NAME

- | | | |
|---|--------------------------------|---|
| 2 | The term of this Agreement is: | through
One (1) year with possible two (2) one-year options. |
|---|--------------------------------|---|

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page

Exhibit B – Budget Detail and Payment Provisions 1 page

Exhibit C* – General Terms and Conditions 3 pages

Check mark one item below as Exhibit D:

- | | | |
|-------------------------------------|--|---------|
| <input checked="" type="checkbox"/> | Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 7 pages |
| <input type="checkbox"/> | Exhibit - D* Special Terms and Conditions | |

Exhibit E – Additional Provisions

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California School Finance Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

DDRESS

**California Department of General
Services Use Only**

☐ Exempt per:

Contractor's Name
Agreement Number

(Standard Agreement STD. 213)

EXHIBIT A
SCOPE OF WORK

1. To the extent requested by CSFA, the contractor agrees to provide financial advisor services as described herein:

The Scope of Work for this Contract will be as described in Section A3 of the Request for Proposal # CSFA 05-06 (the RFP), which is hereby incorporated by reference.

2. The services shall be performed at the offices of the Contractor, CSFA offices in Sacramento and Los Angeles, the offices of appropriate advisors, subsidiaries and subcontractors and other locations as required pursuant to this RFP.
3. The agreement will be for an initial term of one (1) year. The agreement will be renewable at the State's option for two (2) one-year extensions.
4. Customer services shall be provided at a minimum from 8:00 am to 6:00 pm Pacific Standard Time, Monday through Friday, except holidays. All other services will be provided continuously as necessary to fulfill the services required under the RFP and as requested by CSFA.
5. All work related to this contract shall be initiated by the CSFA Executive Director via written request, which shall include, but not be limited to, the following:

- ❖ Scope statement
- ❖ Description of work; and
- ❖ An estimate of hours required for completion of the assignment.

Prior to the commencement of work on the assignment/project, the financial advisor shall review the scope, description of work, and estimated hours necessary to complete the assignment/project, and provide the Executive Director with any comments or suggested revisions. Any changes to the scope, description of work and/or estimated hours will be negotiated between the two parties.

6. The project representatives during the term of this agreement will be:

State Agency: California School Finance Authority	Contractor:
Name: Katrina Johantgen	Name:
Title: Executive Director	Title:
Telephone: (213) 620-4467	Telephone:
Fax: (213) 620-6309	Fax:

Direct all inquiries to:

State Agency: California School Finance Authority	Contractor:
Section/Unit: Charter School Financing Program	Section/Unit:
Attention: Terri Kizer or Lisa Chow	Attention:
Title: Program Analyst	Title:
Address: 915 Capitol Mall, Room 576	Address:
Telephone: 916-651-7710	Telephone:
Fax: 916-651-7709	Fax:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. Invoices shall contain, but not be limited to the following; specific task completed with a brief description of Contractor's work, number of hours (and increments of an hour) incurred to complete each task, date work was completed, and name of professional assigned by CSFA to complete task. *CSFA is only obligated to pay for services rendered by professionals assigned tasks by CSFA.*
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for actual expenditures incurred at the rates listed below.
- C. Reimbursable expenses shall include long distance calls, postage, messenger and delivery charges, telecopy charges, word processing, reproduction, and travel and transportations costs. Travel and transportation expenses shall not exceed the rates payable to State employees. Other necessary expenses not listed above will be reimbursed if approved in advance by the Executive Director.
- D. Invoices shall include the agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Katrina Johantgen, Executive Director
California School Finance Authority
915 Capitol Mall, Room 576
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and CSFA identified in Paragraph 6 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation.

4. No Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CSFA shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CSFA and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CSFA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CSFA to make payments to the Contractor. As a result, CSFA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or

negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of CSFA which are designated confidential by CSFA and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Attorney's Fees and Costs

In the event of any litigation between the parties to enforce or interpret the provisions of this Agreement, the non-prevailing party shall, unless both parties agree to the contrary, pay the expenses arising from such litigation, including reasonable attorney's fees, allocated costs for services of in-house counsel, and court costs, of the prevailing party. These expenses shall be in addition to any other relief to which the prevailing party may be entitled.

11. Titles/Section Headings

Titles and headings are not part of this Agreement; instead they are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

12. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

13. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and CSFA have designated in Paragraph 6 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or if mailed, three (3) days after the date of mailing, unless by express mail, telecopy or telegraph, then upon the date of confirmed receipt, to the representatives named in Paragraph 6 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

14. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

15. Additional Documents

Contractor and CSFA agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

16. Disabled Veteran Business Participation

- a) Contractor agrees that as contractor of CSFA, it will meet the requirements of CSFA policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts. DVBE is referred to hereafter as a "Targeted Business Enterprise."
- b) Contractor, in contracting for goods and services pursuant to this Agreement, shall make good faith efforts as defined in Public Contract Code section 10115.2 or, if this is a contract relating to the provision of professional bond services, as defined in Title 2, California Code of Regulations, section 1899.501(e).
- c) Nothing shall be construed to authorize contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- d) Contractor agrees to provide CSFA or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code sections 10115, et seq. Upon reasonable notice, Contractor shall permit CSFA or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of Public Contract Code sections 10115, et seq. and Title 2, California Code of Regulations, sections 1896.60 et seq. Contractor further agrees to maintain such records for a period of (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

17. Key Personnel

- a) A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as [*Attachment ____ / Exhibit ____*] These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b) Any change in professional staff or subcontractors, whether by substitution or addition of staff, must be approved in writing in advance by the Executive Director and must be accompanied by a resume and proposed billing rate, which rate shall not be greater than the rate for comparable staff identified in the billing rates.

- c) Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of CSFA and an amendment to this Agreement.
- d) This Agreement may be terminated immediately, in the sole discretion of CSFA and upon written notice from CSFA to Contractor, because of any change in or departure of any of the Key Personnel.

18. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify CSFA in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation the Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit CSFA to evaluate the changes within Contractor's staff or organization under the same criteria as was used by CSFA in its award of this Agreement to Contractor. Contractor agrees to provide CSFA with such additional information as requested by CSFA.

19. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to CSFA in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to CSFA upon request.

20. Subcontractors

- a) Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CSFA. The subcontractor must be mutually agreed upon in advance by both parties.
- b) Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

21. Notice of Proceedings

Contractor shall promptly notify CSFA in writing of any investigation, examination or other proceeding involving Contractor or any Key Personnel commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

22. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

23. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and CSFA contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

24. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by CSFA.

25. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

26. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a) Violate any provision of the charter documents of Contractor;
- b) Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c) Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

27. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

28. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

30. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including attachments; (iii) the RFP; (iv) Contractor's response to the RFP; and (v) any other provisions, terms, or materials incorporated herein.

31. Termination at Option of CSFA

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 60 calendar days' written notice by CSFA, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event CSFA terminates all or a portion of this Agreement for any reason, it is understood that CSFA will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

32. Termination for Insolvency

Contractor shall notify CSFA immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if CSFA determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, CSFA may terminate this Agreement and all further rights and obligations immediately ***[by giving five (5) days' notice in writing in the manner specified herein]***.

33. Convenience

If after notice of termination for failure to fulfill contract obligations, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of CSFA.

34. Completion

In the event of termination for default, CSFA reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to CSFA for any additional cost incurred by CSFA to complete the work whether reimbursed or not.

35. Effect of Termination

All duties and obligations of CSFA and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of CSFA to CSFA or its designee and shall cooperate fully to effect an orderly transfer of services.

36. Termination for Expatriation

Contractor shall notify STO immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, STO may terminate this Agreement and all further rights and obligations immediately by giving five days notice in writing in the manner specified herein.

37. Compliance With Political Reform Act

[CONTRACTOR] acknowledges that CSFA is subject to the provisions of the Political Reform Act (Government Code Sections 81000, et seq., and all regulations adopted thereunder, including, but not limited to, California Code of Regulations Sections 18700, et. Seq.) and ***[CONTRACTOR]*** shall **comply promptly with any requirement thereunder. If required by law, *[CONTRACTOR]* shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions,**

and committees chaired by the State Treasurer, including CSFA (California Code of Regulations, Title 2, Division 2, Chapter 4, Section 1897). All such reports shall be filed simultaneously with CSFA.